Exhibit 1

IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF TEXAS AUSTIN DIVISION

ERNEST KANEVSKIY	§	
	§	
Plaintiff,	§	
	§	
vs.	§	Case No. 1:21-cv-491-RP
	§	
GOOGLE LLC, d/b/a YouTube	§	
	§	
Defendant.	§	
	§	
	§	

DECLARATION OF TYLER ADAM

- I, Tyler Adam, declare and state as follows:
- 1. I am a Legal Operations Specialist with Google LLC ("Google"). I have personal knowledge of the facts set forth herein and each of the statements is true and correct.
- 2. Google operates the YouTube service, a popular video-sharing website used by people all over the country and all over the world. Google's Mountain View headquarters, which includes offices in neighboring Sunnyvale (collectively referred to as "Mountain View"), is the strategic center of Google's business. For Google's YouTube business, in June 2021 there were approximately 1,062 employees at Google's Mountain View headquarters along with 2,152 employees at other offices located within the Northern District of California. As of June 2021, approximately 77% of approximately 4,174 United States-based employees working on Google's YouTube business had a permanent work location in the Northern District of California. For the most part, the YouTube service is a free service and does not charge users to upload or view videos.
- 3. Attached hereto as Exhibit A is a true and correct copy of the YouTube Terms of Service in effect for the United States between November 18, 2020 and March 17, 2021 (hereinafter the "TOS"). The TOS govern the relationship between Google and YouTube users, and are posted on the YouTube website for anyone to view at any time at:

https://www.youtube.com/t/terms?archive=20201118

4. The TOS incorporates by reference the YouTube Community Guidelines. Attached hereto as Exhibit B is a true and correct copy the YouTube Community Guidelines in effect between November 18, 2020 and March 17, 2021 (hereinafter the "Community Guidelines"), available at:

https://www.youtube.com/howyoutubeworks/policies/community-guidelines/

DECLARATION Page 1

5. Attached hereto as Exhibit C is a true and correct copy of the YouTube "Harmful or dangerous content policies" in effect between November 18, 2020 and March 17, 2021, which are part of and hyperlinked in, the Community Guidelines, available at:

https://support.google.com/youtube/answer/2801964?hl=en&ref_topic=9282436# zippy=%2Cdangerous-or-threatening-pranks

- 6. In order to create a channel on YouTube, a user must necessarily first agree to the TOS and incorporated Community Guidelines. Every user is required to review and accept the TOS and Community Guidelines, which govern the relationship between Google and YouTube users.
- 7. The TOS require that disputes between Google and YouTube users arising out of their use of YouTube be litigated solely in federal or state court located in Santa Clara County, California. Because many millions of users from across the world use YouTube free of charge each day, this agreement is necessary to manage the costs of litigation and reduce the expense and inconvenience to Google personnel of litigating all over the world.

I declare under penalty of perjury that the foregoing is true and correct. Executed on June 25, 2021.

Tyler Adam

Exhibit 1-A



Terms of Service

Paid Service Terms of Service

Paid Service Usage Rules

Collecting Society Notices

Copyright Notices

Community Guidelines

Terms of Service

What's in these terms?

This index is designed to help you understand some of the key updates we've made to our Terms of Service (Terms). We hope this serves as a useful guide, but please ensure you read the Terms in full.

Welcome to YouTube!

This section outlines our relationship with you. It includes a description of the Service, defines our Agreement, and names your service provider.

Who May Use the Service?

This section sets out certain requirements for use of the Service, and defines categories of users.

Your Use of the Service

This section explains your rights to use the Service, and the conditions that apply to your use of the Service. It also explains how we may make changes to the Service.

Your Content and Conduct

This section applies to users who provide Content to the Service. It defines the scope of the permissions that you grant by uploading your Content, and includes your agreement not to upload anything that infringes on anyone else's rights.

Account Suspension and Termination

This section explains how you and YouTube may terminate this relationship.

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About Software in the Service

This section includes details about software on the Service.

Other Legal Terms

This section includes our service commitment to you. It also explains that there are some things we will not be responsible for.

About this Agreement

This section includes some further important details about our contract, including what to expect if we need to make changes to these Terms; or which law applies to them.

Terms of Service

Dated: November 18, 2020

Welcome to YouTube!

Introduction

Thank you for using the YouTube platform and the products, services and features we make available to you as part of the platform (collectively, the "Service").

Our Service

The Service allows you to discover, watch and share videos and other content, provides a forum for people to connect, inform, and inspire others across the globe, and acts as a distribution platform for original content creators and advertisers large and small. We provide lots of information about our products and how to use them in our Help Center. Among other things, you can find out about YouTube Kids, the YouTube Partner Program and YouTube Paid Memberships

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and Purchases (where available). You can also read all about enjoying content on other devices like your television, your games console, or Google Home.

Your Service Provider

The entity providing the Service is Google LLC, a company operating under the laws of Delaware, located at 1600 Amphitheatre Parkway, Mountain View, CA 94043 (referred to as "YouTube", "we", "us", or "our"). References to YouTube's "Affiliates" in these terms means the other companies within the Alphabet Inc. corporate group (now or in the future).

Applicable Terms

Your use of the Service is subject to these terms, the YouTube Community Guidelines and the Policy, Safety and Copyright Policies which may be updated from time to time (together, this "Agreement"). Your Agreement with us will also include the Advertising on YouTube Policies if you provide advertising or sponsorships to the Service or incorporate paid promotions in your content. Any other links or references provided in these terms are for informational use only and are not part of the Agreement.

Please read this Agreement carefully and make sure you understand it. If you do not understand the Agreement, or do not accept any part of it, then you may not use the Service.

Who may use the Service?

Age Requirements

You must be at least 13 years old to use the Service. However, children of all ages may use YouTube Kids (where available) if enabled by a parent or legal guardian.

Permission by Parent or Guardian

If you are under 18, you represent that you have your parent or guardian's permission to use the Service. Please have them read this Agreement with you.

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If you are a parent or legal guardian of a user under the age of 18, by allowing your child to use the Service, you are subject to the terms of this Agreement and responsible for your child's activity on the Service. You can find tools and resources to help you manage your family's experience on YouTube in our Help Center and through Google's Family Link.

Businesses

If you are using the Service on behalf of a company or organisation, you represent that you have authority to act on behalf of that entity, and that such entity accepts this Agreement.

Your Use of the Service

Content on the Service

The content on the Service includes videos, audio (for example music and other sounds), graphics, photos, text (such as comments and scripts), branding (including trade names, trademarks, service marks, or logos), interactive features, software, metrics, and other materials whether provided by you, YouTube or a third-party (collectively, "Content").

Content is the responsibility of the person or entity that provides it to the Service. YouTube is under no obligation to host or serve Content. If you see any Content you believe does not comply with this Agreement, including by violating the Community Guidelines or the law, you can report it to us.

Google Accounts and YouTube Channels

You can use parts of the Service, such as browsing and searching for Content, without having a Google account. However, you do need a Google account to use some features. With a Google account, you may be able to like videos, subscribe to channels, create your own YouTube channel, and more. You can follow these instructions to create a Google account.

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Creating a YouTube channel will give you access to additional features and functions, such as uploading videos, making comments or creating playlists (where available). Here are some details about how to create your own YouTube channel.

To protect your Google account, keep your password confidential. You should not reuse your Google account password on third-party applications. Learn more about keeping your Google account secure, including what to do if you learn of any unauthorized use of your password or Google account.

Your Information

Our Privacy Policy explains how we treat your personal data and protect your privacy when you use the Service. The YouTube Kids Privacy Notice provides additional information about our privacy practices that are specific to YouTube Kids.

We will process any audio or audiovisual content uploaded by you to the Service in accordance with the YouTube Data Processing Terms, except in cases where you uploaded such content for personal purposes or household activities. Learn More.

Permissions and Restrictions

You may access and use the Service as made available to you, as long as you comply with this Agreement and applicable law. You may view or listen to Content for your personal, non-commercial use. You may also show YouTube videos through the embeddable YouTube player.

The following restrictions apply to your use of the Service. You are not allowed to:

 access, reproduce, download, distribute, transmit, broadcast, display, sell, license, alter, modify or otherwise use any part of the Service or any Content except: (a) as expressly authorized by the Service; or (b) with prior written permission from YouTube and, if applicable, the respective rights holders;

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- circumvent, disable, fraudulently engage with, or otherwise interfere with any part of the Service (or attempt to do any of these things), including securityrelated features or features that (a) prevent or restrict the copying or other use of Content or (b) limit the use of the Service or Content;
- access the Service using any automated means (such as robots, botnets or scrapers) except (a) in the case of public search engines, in accordance with YouTube's robots.txt file; or (b) with YouTube's prior written permission;
- collect or harvest any information that might identify a person (for example, usernames or faces), unless permitted by that person or allowed under section (3) above;
- use the Service to distribute unsolicited promotional or commercial content or other unwanted or mass solicitations;
- cause or encourage any inaccurate measurements of genuine user engagement with the Service, including by paying people or providing them with incentives to increase a video's views, likes, or dislikes, or to increase a channel's subscribers, or otherwise manipulate metrics in any manner;
- misuse any reporting, flagging, complaint, dispute, or appeals process, including by making groundless, vexatious, or frivolous submissions;
- 8. run contests on or through the Service that do not comply with YouTube's contest policies and guidelines;
- use the Service to view or listen to Content other than for personal, non-commercial use (for example, you may not publicly screen videos or stream music from the Service); or
- 10. use the Service to (a) sell any advertising, sponsorships, or promotions placed on, around, or within the Service or Content, other than those allowed in the Advertising on

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YouTube policies (such as compliant product placements); or (b) sell advertising, sponsorships, or promotions on any page of any website or application that only contains Content from the Service or where Content from the Service is the primary basis for such sales (for example, selling ads on a webpage where YouTube videos are the main draw for users visiting the webpage).

Reservation

Using the Service does not give you ownership of or rights to any aspect of the Service, including user names or any other Content posted by others or YouTube.

Changes to the Service

YouTube is constantly changing and improving the Service. We may also need to alter or discontinue the Service, or any part of it, in order to make performance or security improvements, change functionality and features, make changes to comply with law, or prevent illegal activities on or abuse of our systems. These changes may affect all users, some users or even an individual user. Whenever reasonably possible, we will provide notice when we discontinue or make material changes to our Service that will have an adverse impact on the use of our Service. However, you understand and agree that there will be times when we make such changes without notice, such as where we feel we need to take action to improve the security and operability of our Service, prevent abuse, or comply with legal requirements.

Your Content and Conduct

Uploading Content

If you have a YouTube channel, you may be able to upload Content to the Service. You may use your Content to promote your business or artistic enterprise. If you choose to upload Content, you must not submit to the Service any Content that

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does not comply with this Agreement (including the YouTube Community Guidelines) or the law. For example, the Content you submit must not include third-party intellectual property (such as copyrighted material) unless you have permission from that party or are otherwise legally entitled to do so. You are legally responsible for the Content you submit to the Service. We may use automated systems that analyze your Content to help detect infringement and abuse, such as spam, malware, and illegal content.

Rights you Grant

You retain ownership rights in your Content. However, we do require you to grant certain rights to YouTube and other users of the Service, as described below.

License to YouTube

By providing Content to the Service, you grant to YouTube a worldwide, non-exclusive, royalty-free, sublicensable and transferable license to use that Content (including to reproduce, distribute, prepare derivative works, display and perform it) in connection with the Service and YouTube's (and its successors' and Affiliates') business, including for the purpose of promoting and redistributing part or all of the Service.

License to Other Users

You also grant each other user of the Service a worldwide, non-exclusive, royalty-free license to access your Content through the Service, and to use that Content, including to reproduce, distribute, prepare derivative works, display, and perform it, only as enabled by a feature of the Service (such as video playback or embeds). For clarity, this license does not grant any rights or permissions for a user to make use of your Content independent of the Service.

Duration of License

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The licenses granted by you continue for a commercially reasonable period of time after you remove or delete your Content from the Service. You understand and agree, however, that YouTube may retain, but not display, distribute, or perform, server copies of your videos that have been removed or deleted.

Right to Monetize

You grant to YouTube the right to monetize your Content on the Service (and such monetization may include displaying ads on or within Content or charging users a fee for access). This Agreement does not entitle you to any payments. Starting November 18, 2020, any payments you may be entitled to receive from YouTube under any other agreement between you and YouTube (including for example payments under the YouTube Partner Program, Channel memberships or Super Chat) will be treated as royalties. If required by law, Google will withhold taxes from such payments.

Removing Your Content

You may remove your Content from the Service at any time. You also have the option to make a copy of your Content before removing it. You must remove your Content if you no longer have the rights required by these terms.

Removal of Content By YouTube

If we reasonably believe that any Content is in breach of this Agreement or may cause harm to YouTube, our users, or third parties, we may remove or take down that Content in our discretion. We will notify you with the reason for our action unless we reasonably believe that to do so: (a) would breach the law or the direction of a legal enforcement authority or would otherwise risk legal liability for YouTube or our Affiliates; (b) would compromise an investigation or the integrity or operation of the Service; or (c) would cause harm to any user, other third party, YouTube or our Affiliates. You can learn more about reporting and enforcement, including

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how to appeal on the Troubleshooting page of our Help Center.

Copyright Protection

We provide information to help copyright holders manage their intellectual property online in our YouTube Copyright Center. If you believe your copyright has been infringed on the Service, please send us a notice.

We respond to notices of alleged copyright infringement according to the process in our YouTube Copyright Center, where you can also find information about how to resolve a copyright strike. YouTube's policies provide for the termination, in appropriate circumstances, of repeat infringers' access to the Service.

Account Suspension & Termination

Terminations by You

You may stop using the Service at any time. Follow these instructions to delete the Service from your Google Account, which involves closing your YouTube channel and removing your data. You also have the option to download a copy of your data first.

Terminations and Suspensions by YouTube for Cause

YouTube may suspend or terminate your access, your Google account, or your Google account's access to all or part of the Service if (a) you materially or repeatedly breach this Agreement; (b) we are required to do so to comply with a legal requirement or a court order; or (c) we believe there has been conduct that creates (or could create) liability or harm to any user, other third party, YouTube or our Affiliates.

Terminations by YouTube for Service Changes

YouTube may terminate your access, or your Google account's access to all or part of the Service if YouTube

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believes, in its sole discretion, that provision of the Service to you is no longer commercially viable.

Notice for Termination or Suspension

We will notify you with the reason for termination or suspension by YouTube unless we reasonably believe that to do so: (a) would violate the law or the direction of a legal enforcement authority, or would otherwise risk legal liability for YouTube or our Affiliates; (b) would compromise an investigation or the integrity or operation of the Service; or (c) would cause harm to any user, other third party, YouTube or our Affiliates. Where YouTube is terminating your access for Service changes, where reasonably possible, you will be provided with sufficient time to export your Content from the Service.

Effect of Account Suspension or Termination

If your Google account is terminated or your Google account's access to the Service is restricted, you may continue using certain aspects of the Service (such as viewing only) without an account, and this Agreement will continue to apply to such use. If you believe your Google account has been terminated in error, you can appeal using this form.

About Software in the Service

Downloadable Software

When the Service requires or includes downloadable software (such as the YouTube Studio application), you give permission for that software to update automatically on your device once a new version or feature is available, subject to your device settings. Unless that software is governed by additional terms which provide a license, YouTube gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you by YouTube as part of the Service. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Service as provided by YouTube, in the manner permitted by this

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Agreement. You are not allowed to copy, modify, distribute, sell, or lease any part of the software, or to reverse-engineer or attempt to extract the source code of that software, unless laws prohibit these restrictions or you have YouTube's written permission.

Open Source

Some software used in our Service may be offered under an open source license that we make available to you. There may be provisions in an open source license that expressly override some of these terms, so please be sure to read those licenses.

Other Legal Terms

Warranty Disclaimer

OTHER THAN AS EXPRESSLY STATED IN THIS AGREEMENT OR AS REQUIRED BY LAW, THE SERVICE IS PROVIDED "AS IS" AND YOUTUBE DOES NOT MAKE ANY SPECIFIC COMMITMENTS OR WARRANTIES ABOUT THE SERVICE. FOR EXAMPLE, WE DON'T MAKE ANY WARRANTIES ABOUT: (A) THE CONTENT PROVIDED THROUGH THE SERVICE; (B) THE SPECIFIC FEATURES OF THE SERVICE, OR ITS ACCURACY, RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS; OR (C) THAT ANY CONTENT YOU SUBMIT WILL BE ACCESSIBLE ON THE SERVICE.

Limitation of Liability

EXCEPT AS REQUIRED BY APPLICABLE LAW, YOUTUBE, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS WILL NOT BE RESPONSIBLE FOR ANY LOSS OF PROFITS, REVENUES, BUSINESS OPPORTUNITIES, GOODWILL, OR ANTICIPATED SAVINGS; LOSS OR CORRUPTION OF DATA; INDIRECT OR CONSEQUENTIAL LOSS; PUNITIVE DAMAGES CAUSED BY:

1. ERRORS, MISTAKES, OR INACCURACIES ON THE SERVICE;

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- 2. PERSONAL INJURY OR PROPERTY DAMAGE RESULTING FROM YOUR USE OF THE SERVICE;
- 3. ANY UNAUTHORIZED ACCESS TO OR USE OF THE SERVICE;
- 4. ANY INTERRUPTION OR CESSATION OF THE SERVICE;
- 5. ANY VIRUSES OR MALICIOUS CODE TRANSMITTED TO OR THROUGH THE SERVICE BY ANY THIRD PARTY;
- 6. ANY CONTENT WHETHER SUBMITTED BY A USER OR YOUTUBE, INCLUDING YOUR USE OF CONTENT; AND/OR
- 7. THE REMOVAL OR UNAVAILABILITY OF ANY CONTENT.

THIS PROVISION APPLIES TO ANY CLAIM, REGARDLESS OF WHETHER THE CLAIM ASSERTED IS BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY.

YOUTUBE AND ITS AFFILIATES' TOTAL LIABILITY FOR ANY CLAIMS ARISING FROM OR RELATING TO THE SERVICE IS LIMITED TO THE GREATER OF: (A) THE AMOUNT OF REVENUE THAT YOUTUBE HAS PAID TO YOU FROM YOUR USE OF THE SERVICE IN THE 12 MONTHS BEFORE THE DATE OF YOUR NOTICE, IN WRITING TO YOUTUBE, OF THE CLAIM; AND (B) USD \$500.

Indemnity

To the extent permitted by applicable law, you agree to defend, indemnify and hold harmless YouTube, its Affiliates, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Service; (ii) your violation of any term of this Agreement; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that your Content caused damage to a third party. This defense and indemnification obligation will survive this Agreement and your use of the Service.

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Third-Party Links

The Service may contain links to third-party websites and online services that are not owned or controlled by YouTube. YouTube has no control over, and assumes no responsibility for, such websites and online services. Be aware when you leave the Service; we suggest you read the terms and privacy policy of each third-party website and online service that you visit.

About this Agreement

Modifying this Agreement

We may modify this Agreement, for example, to reflect changes to our Service or for legal, regulatory, or security reasons. YouTube will provide reasonable advance notice of any material modifications to this Agreement and the opportunity to review them, except that modifications addressing newly available features of the Service or modifications made for legal reasons may be effective immediately without notice. Modifications to this Agreement will only apply going forward. If you do not agree to the modified terms, you should remove any Content you have uploaded and discontinue your use of the Service.

Continuation of this Agreement

If your use of the Service ends, the following terms of this Agreement will continue to apply to you: "Other Legal Terms", "About This Agreement", and the licenses granted by you will continue as described under "Duration of License".

Severance

If it turns out that a particular term of this Agreement is not enforceable for any reason, this will not affect any other terms.

No Waiver

If you fail to comply with this Agreement and we do not take immediate action, this does not mean that we are giving up any rights that we may have (such as the right to take action in the future).

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Interpretation

In these terms, "include" or "including" means "including but not limited to," and any examples we give are for illustrative purposes.

Governing Law

All claims arising out of or relating to these terms or the Service will be governed by California law, except California's conflict of laws rules, and will be litigated exclusively in the federal or state courts of Santa Clara County, California, USA. You and YouTube consent to personal jurisdiction in those courts.

Limitation on Legal Action

YOU AND YOUTUBE AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

Effective as of November 18, 2020 (view previous version)

Exhibit 1-B



Our commitments ~

Product features v

User settings v

Rules and policies v

Progress and impact ~

RULES AND POLICIES

Community Guidelines



Community Guidelines

Developing policies

Detecting violations

Flagging content

Enforcing policies

Overview

Our Community Guidelines are designed to ensure our community stays protected. They set out what's allowed and not allowed on YouTube, and apply to all types of content on our platform, including videos, comments, links, and thumbnails.

You'll find a full list of our Community Guidelines below:

Additional policies 🖸

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Related articles Progress on managing harmful content READ MORE Managing harmful content READ MORE Legal removals READ MORE

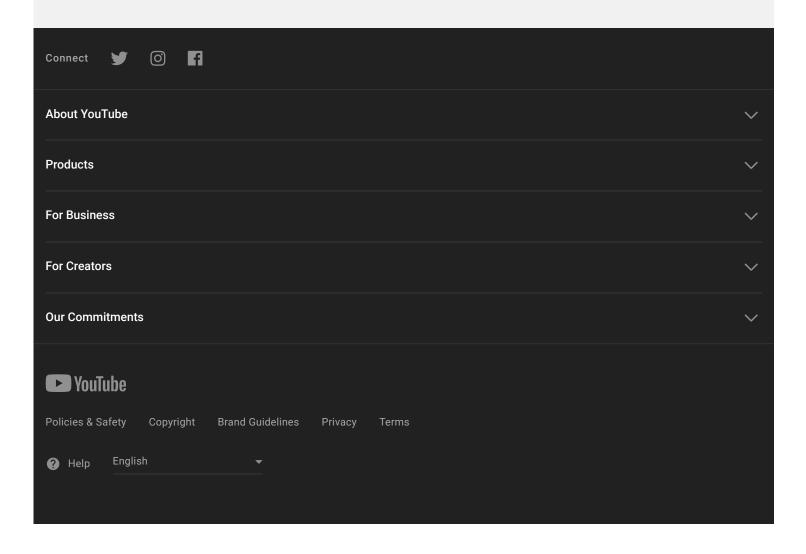
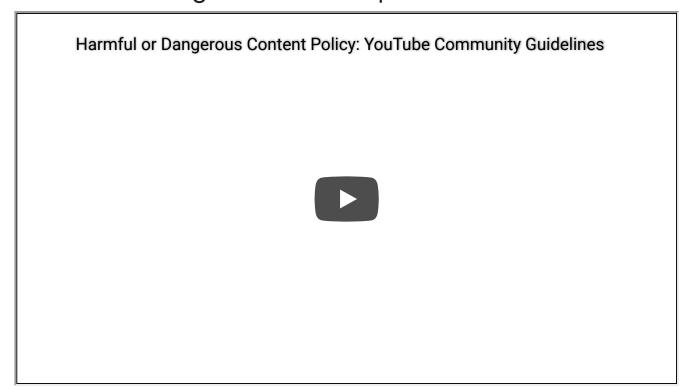


Exhibit 1-C

Harmful or dangerous content policies





The safety of our creators, viewers, and partners is our highest priority. We look to each of you to help us protect this unique and vibrant community. It's important you understand our Community Guidelines, and the role they play in our shared responsibility to keep YouTube safe. **Take the time to carefully read the policy below**. You can also check out <u>this page</u> for a full list of our guidelines.

YouTube doesn't allow content that encourages dangerous or illegal activities that risk serious physical harm or death.

If you find content that violates this policy, report it. Instructions for reporting violations of our Community Guidelines are available here. If you've found a few videos or comments that you would like to report, you can report the channel.

What this policy means for you

If you're posting content

Don't post content on YouTube if it fits any of the descriptions noted below.

- Extremely dangerous challenges: Challenges that pose an imminent risk of physical injury.
- Dangerous or threatening pranks: Pranks that lead victims to fear imminent serious physical danger, or that create serious emotional distress in minors.
- Instructions to kill or harm: Showing viewers how to perform activities meant to kill or maim others. For example, giving instructions to build a bomb meant to injure or kill others.

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- Hard drug use or creation: Content that depicts abuse of or giving instructions on how to create hard drugs such as cocaine or opioids. Hard drugs are defined as drugs that can (mostly) lead to physical addiction.
- Eating Disorders: Content that praises, glorifies, or encourages viewers to imitate anorexia or other eating disorders. Eating disorders are characterized by abnormal or disturbed eating habits which negatively affect a person's health (including eating non-food items).
- Violent Events: Promoting or glorifying violent tragedies, such as school shootings.
- Instructional theft or cheating: Showing viewers how to steal tangible goods or promoting dishonest behavior
- Hacking: Demonstrating how to use computers or information technology with the intent to steal credentials, compromise personal data or cause serious harm to others such as (but not limited to) hacking into social media accounts
- Bypassing payment for digital content or services: Showing viewers how to use apps, websites, or other information technology to gain unauthorized free access to audio content, audiovisual content, full video games, software, or streaming services that normally require payment.
- **Promoting dangerous remedies or cures**: Content which claims that harmful substances or treatments can have health benefits.

Keep in mind that this isn't a complete list.

Don't post content showing a minor participating in dangerous activity, or encouraging minors to participate in dangerous activities. Never put minors in harmful situations that may lead to injury, including dangerous stunts, dares, or pranks. You can learn more about Child Safety here.

Age-restricted content

We may consider the following factors when deciding whether to age-restrict or remove content. Keep in mind that this isn't a complete list.

- · Whether the act in question could lead to serious injury or death
- Whether the individuals participating in the act are trained professionals taking precautions to prevent injury.
- · Whether minors could easily imitate the act
- · Whether the content could be used to commit serious acts of violence
- · Whether the upload is educational, documentary, scientific or artistic in nature
- · Whether there's any commentary discouraging the act
- · Whether the viewer can tell if it's real or fake
- Whether the content promotes a product that contains drugs, nicotine, or a controlled substance

Examples of age-restricted content

- · A video about fake harmful pranks that seems so real that viewers can't tell the difference
- A reaction video to a dangerous challenge without any commentary discouraging the challenge
- A video promoting a cannabis dispensary
- · A video reviewing brands of nicotine e-liquid
- · A video providing instructions for or facilitating cheating

We might allow videos that depict dangerous acts ilf they're meant to be educational, documentary, scientific, or artistic (EDSA). For example, a news piece on the dangers of choking games would be appropriate, but posting clips out of context from the same documentary might not be.

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This policy applies to videos, video descriptions, comments, live streams, and any other YouTube product or feature.

Examples

Here are some examples of content that's not allowed on YouTube.

Extremely dangerous challenges

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The following types of content are not allowed on YouTube. This isn't a complete list.

- Asphyxiation: Any activity that prevents breathing or can lead to suffocation like:
 - · Choking, drowning, or hanging games
 - · Eating non-food items
- Misuse of weapons: Using weapons, like guns or knives, without proper safety precautions or in a way that could cause physical harm. Includes the "No Lackin" challenge.
- Ingesting Harmful Substances: Eating, consuming, or inserting non-food objects or chemicals that may cause illness or poisoning. Includes detergent-eating challenges.
- Burning, Freezing & Electrocution: Activities with inherent risk of severe burns, freezing, frostbite, or electrocution. Includes the fire challenge and hot water challenge.
- Mutilation & Blunt Force Trauma: Activities like:
 - · Self-mutilation
 - · Abstaining from normal health practices
 - · Falling, impalement, collision, blunt force trauma, or crushing
- Challenges featuring children: Showing minors drinking alcohol, using vaporizers, e-cigarettes, tobacco or marijuana, or misusing fireworks.

Note: We may age-restrict content that explains this type of content in an educational or documentary way. For example, a documentary about self-mutilation may be allowed but it won't be available to all audiences.

Dangerous or threatening pranks



The following types of content are not allowed on YouTube. This isn't a complete list.

- Intentional physical harm: Inflicting physical harm on unsuspecting prank victims through actions like punching attacks, drugging food or drinks with laxatives, or shock pranks.
- Making someone feel in immediate danger: Tricking others into believing they're in real danger, even if no physical harm comes to them. This includes:
 - · Threats with weapons
 - · Bomb scares
 - · Swatting or fake 911 calls
 - · Fake home invasions or robberies
 - Fake kidnapping
- Emotional distress to minors: Any prank that causes emotional distress to children or others who are vulnerable. This includes:
 - · Fake death or suicide

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- · Fake violence
- · Pretending that a parent or caregiver will abandon a child
- · Showing a parent or caregiver verbally abuse or shame a child

Note: We may age-restrict pranks involving adults that don't violate our policies. For example, a prank with a realistic looking injury may be allowed. But, it won't be available to all audiences.

Violent events or instructions to harm

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The following types of content are not allowed on YouTube. This isn't a complete list.

- · Bomb-making: Showing viewers how to build a bomb meant to injure or kill others, such as:
 - · Pipe bombs
 - · Package bombs
 - · Explosive vests
 - · Molotov cocktails
- Violence involving children: Any real fights or violence between children.

Note: We may age-restrict this type of content if it's documentary or educational. For example, content that gives medical, academic, historical, philosophical, or news perspective on a violent act may be allowed. But, it won't be available to all audiences.

Drug use

The following types of content are not allowed on YouTube. This isn't a complete list.

- **Displays of hard drug uses:** Non-educational content that shows the injection of intravenous drugs like heroin or huffing/sniffing glue.
- Making hard drugs: Non-educational content that explains how to make drugs.
- Minors using alcohol or drugs: Showing minors drinking alcohol, using vaporizers, e-cigarettes, tobacco or marijuana, or misusing fireworks.
- Selling hard or soft drugs: Featuring drugs with the goal of selling them. If you're using links in your description to sell hard drugs, your channel will be terminated.
- Steroid use: Non-educational content that shows how to use steroids for recreational purposes (like body building).

Note: If this type of content is educational, documentary, scientific, or artistic, we may still age-restrict it. For example, a documentary about intravenous drug use that shows the injection of drugs may be allowed, but it won't be available to all audiences. If your content shows items used for taking drugs, it may also be age-restricted.

Eating disorders ^

The following types of content are not allowed on YouTube. This is not a complete list.

- Using terms or phrases in metadata that promote or glorify eating disorders.
- · Videos that promote or glorify eating non food items.

Harmful remedies & cures

Promoting or endorsing the use of harmful substances or treatments is not allowed. Below is a list of some examples. This is not a complete list.

- Miracle Mineral Solution (MMS)
- · Black Salve

Remember these are just some examples, and don't post content if you think it might violate this policy.

What happens if content violates this policy

If your content violates this policy, we'll remove the content and send you an email to let you know. If this is your first time violating our Community Guidelines, you'll get a warning with no penalty to your channel. If it's not, we'll issue a strike against your channel. If you get 3 strikes, your channel will be terminated. You can learn more about our strikes system here.

We may terminate your channel or account for repeated violations of the Community Guidelines or Terms of Service. We may also terminate your channel or account after a single case of severe abuse, or when the channel is dedicated to a policy violation. You can learn more about channel or account terminations here \square .

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